

## **REMARKS**

Claims 1-43 were examined. Applicant has amended claims 1, 2, 3, 4, 11, 12, 13, 14, 17, 24, 28, 30, 33, 35 and 38. No claims have been cancelled. Claims 44-58 are newly presented. No new matter has been added.

### **The Drawings:**

The Examiner has objected to the drawings as failing to comply with 37 CFR 1.84(p)(5) because they include reference sign(s) not mentioned in the description. Specifically, the examiner points to Figure 6, reference signs 630 and 650. Applicants have amended the specification to correct for the informalities.

### **The Specification:**

The disclosure is objected to because of typographical errors on pages 7 and 9. Applicants have amended the specification to correct the informalities.

### **Rejections under 35 U.S.C. §112:**

Claims 1-43 stand rejected under §112, second paragraph as being indefinite for failure to particular point out and distinctly claim the subject matter which applicant regards as the invention.

Specifically, the examiner states that the word "substantially" in claims 1-3, 12, 14, 17, 20-21, 24, 28 and 33 fails to define the element function, and renders the claims vague and indefinite. Applicant believes the term "substantially" is definite and refers to MPEP 2173.05(b)(D) Relative Terminology. The term "substantially" is often used in conjunction with another term to describe a particular characteristic of the claimed invention. It is a broad term. In *re Nehrenberg*, 280 F.2d 161, 126 USPQ 383 (CCPA 1960). The court held that the limitation "to substantially increase the efficiency of the compound as a copper extractant" was definite in view of the general guidelines contained in the specification. In *re Mattison*, 509 F.2d 563, 184 USPQ 484 (CCPA 1975). The court held that the limitation "which produces substantially equal E and H plane illumination patterns" was definite because one of ordinary skill in the art would know what was meant by "substantially equal." *Andrew Corp. v. Gabriel Electronics*, 847 F.2d 819, 6 USPQ2d 2010 (Fed. Cir. 1988).

The examiner further states that the term “adaptable to” in claims 12, 14, 17, 24, 28 and 33 does not constitute a positive limitation. Applicant believes the term “adaptable to” is definite and refers the Examiner to MPEP 2173.05(g) Functional Limitations (4<sup>th</sup> paragraph).

The examiner asserts that claim 4 fails to define a specific dimension value for the mesh pore, that claim 19 is not clear as to what the claim recites, and that in claim 30, it is not clear how a laser radiation is absorbed in water. The remaining dependent claims on the above rejected claims are therefore deemed rejected. For claim 30, Applicant refers Examiner to page 14, lines 25-27 for clarity. For claim 19, Applicant refers page 13, lines 26-31 as being terms understood by one of skill in the art. Claim 4 has been amended to correct for informalities.

**Rejections under 35 U.S.C. §102:**

The examiner has rejected claims 1-6, 8-9, 11-13, 20-21, 23-25, 27-28, 32-33 and 35 under §102(b) as anticipated by U.S. 5,550,851 to Guch, Jr., et al.

Claim 1 has been amended to recite that at least a portion of the gas permeable surface is opaque to optical radiation. The cited reference does not show or suggest the use of any particular materials substantially opaque to optical radiation. The Examiner’s attention is drawn to reference numeral 28 in the Guch, Jr. reference where the porous cover is described as glass. There is no teaching in Guch, Jr. of protecting the decontaminating material from optical radiation from the laser by using an opaque gas permeable surface. The text at Col. 2, lines 61-65 does not discuss protection against exposure to optical radiation. Specifically, Examiner’s attention is directed to Col. 2, lines 65-67 where it is seen that the cover in Guch, Jr. is taught for use in trapping powdery materials, not to prevent light exposure. As such, there is no teaching in the text to use an opaque material. Clearly, the Guch, Jr. reference has not recognized the damage of exposing sink material to optical radiation which can deteriorate the material which in turn can lead to damaging the laser. The device of claim 1 has been designed to withstand such radiation. No such teaching is provided in Guch, Jr. ; Accordingly, claim 1 and its dependent claims should be in condition for allowance.

Regarding amended independent claim 12, the cited art does not teach any size features as to a minimum area, ostensibly to create the desired decontamination rate. As seen in amended claim 12, Applicant does not see where the text portions cited by the examiner

contains text that teaches the sizing recited in claim 12 as to a container having a gas-permeable surface area with a ratio of no less than 0.1 to an interior surface of the container. In fact, Applicant does not see any discussion of sizing in the Guch, Jr. reference or discussion of a ratio of surface areas. Although Guch, Jr. has a cover 28, there is no discussion on how porous it is or what decontamination rate it will provide. In our claim 12, we have a ratio of fully permeable area to the interior surface area of the container. Accordingly, claim 12 and its dependent claims should be in condition for allowance.

Regarding independent claim 14, the Guch, Jr. reference does not teach an access port where the gas impermeable access port is a portion of an optics housing exterior. As described in the present application, this port grants access to the decontamination materials without opening the entire laser enclosure and exposing those materials to the outside environment. Guch, Jr. does not show an access port and in fact shows the removal of the entire laser closure lid in order to access the decontamination material. As all elements of claim 14 are not shown by the cited art, claim 14 and its dependent claims are in condition for allowance.

Claim 17 is amended such that the container is adapted so that the sink material removable from said container without opening the enclosure and exposing the interior volume. Against, the cited art does not show such a feature, as discussed above in claim 14. As such, claim 17 and its dependent claims should be allowable.

Claim 24 should be allowable for substantially the same reason as that for claim 1. The cited art does not teach or suggest an isolator member for isolating the sink material from optical power density. Again, the Guch, Jr. reference has not recognized the damage that may result from exposing sink material to optical power density. As the cited art does not teach to isolate the sink material from such optical power density, claim 24 and its dependent claims should be in condition for allowance.

Claim 28 has been amended to recite that the laser system generates radiation at the wavelength discussed and that the container housing said sink material protects said sink material from exposure to said radiation. Guch patent teaches away from this claimed invention, for example, when the reference refers to a plastic filter which is known to be susceptible to damage when exposed to particular light wavelengths. Neither does Guch provide any means for protecting in general sensitive materials against contaminants that may

degrade the performance of a sensitive element upon exposure to an atmosphere containing the contaminant, in the presence of light that may damage the desiccant itself. Therefore, Guch teaches away from it by using materials that are not necessarily opaque to the radiation which may be present in the housing.

Claim 33 has been amended and should be allowable for substantially the same reason as that for claim 1. The cited art does not teach or suggest an isolator member for isolating the sink material from illumination. Again, the Guch, Jr. reference has not recognized the damage that may result from exposing sink material to illumination. As the cited art does not teach to isolate the sink material from such illumination, claim 33 and its dependent claims should be in condition for allowance.

### **Rejections under 35 U.S.C. §103:**

Claims 7, 10, 18, 22, 26, 29, 31 and 36-38 stand rejected under §103(a) as obvious over US 5,550,851 to Guch, Jr., et al. Claim 16 has been rejected under §103(a) as obvious over Guch, Jr., et al. in view of Miller, et al. and further in view of US 6,034,775 to McFarland, et al. Claim 17 has been rejected under §103(a) as obvious over Guch, Jr., et al. in view of US 5,862,163 to Umezu, et al. Claims 39-43 stand rejected under §103(a) as obvious over Guch, Jr., et al. in view of US 5,990,377 to Chen, et al. These rejections are now moot as these claims now depend from allowable independent claims.

The Examiner has rejected claims 14-15 and 34 under §103(a) as obvious over Guch, Jr., et al. in view of US Pub. No. 2001/0006610 to Miller, et al. The Examiner's attention is directed to paragraph 39 of the cited Miller reference discussing sterility indicators, spores, and enzyme systems. Applicant submits that there is no motivation to combine the Miller reference with the Guch, Jr. reference with deals with laser equipment and their housings. Furthermore, the reference number 15 in Miller are noted as being holes, not gas impermeable access ports. Thus even if the references were combined, they would not arrive at the claimed device. Accordingly, these rejections should be overcome.

New claims 44-58 should also be in condition for allowance. For example, claim 58 is allowable for substantially the same reason as claim 1. Claim 45 recites a container not shown in the art. No new matter has been introduced. For example, Figure 5 supports the

dependent claims of claim 45. As such, these new claims should also be in condition for allowance.

**CONCLUSION**

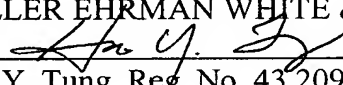
It is submitted that the present application is in form for allowance, and such action is respectfully requested.

The Commissioner is authorized to charge any additional fees which may be required, including petition fees and extension of time fees, to Deposit Account No. 08-1641 (Docket No. 12050-0284).

Respectfully submitted,

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